

REMARKS

Applicants respectfully request further examination and reconsideration in view of the above amendments and arguments set forth fully below. Claims 1, 4 and 6-35 were previously pending in the instant application. Within the Office Action, Claims 1, 4, 6-22, 25-33 and 35 have been rejected and Claims 23, 24 and 34 have been objected to. By the above amendments, Claims 1, 13, 25-27, and 32 have been amended. Accordingly, Claims 1, 4 and 6-35 are currently pending in this application.

Support for Amendments to Claims 1, 13, 25-27, and 32

Applicant respectfully submits that the amendments to Claims 1, 13, 25-27, and 32 are supported by the original disclosure of the present application.

Support for providing a first ask price for a particular product to a first party, wherein the first ask price is associated with and specified by a particular second party, is found at least on Page 5, lines 7-11 of the specification, where it explains that the “buyer’s interface allows him to search a proprietary database for current product information for a variety of products being offered for sale by a number of sellers. The product information includes, for example, the name of the seller and an ask price and/or a list price for the product as specified by the seller.”

Support for enabling the first party to submit a first bid price for the particular product of the particular second party in response to receiving the first ask price is found at least in FIGS. 2 and 8, as well as on Pages 5-6 and 14-18 of the specification.

Therefore, Applicant respectfully submits that the amendments to Claims 1, 13, 25-27, and 32 are fully supported by the original disclosure and do not introduce any new matter.

Rejections Under 35 U.S.C. §102

Within the Office Action, Claims 1, 4, 6, 7, 11-22, 25-29, 32, and 33 have been rejected under 35 U.S.C. §102(e) as being anticipated by Walker (US 6,754,636).

Directing attention to MPEP 2131, the threshold issue under Section 102 is whether a *prima facie* case for anticipation has been established. “A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ 2d 1051, 1053 (Fed. Cir. 1987)”. “The identical invention must be shown in as complete detail as is contained in the ...claim.” *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1566 (Fed. Cir. 1989).

Walker fails to disclose providing a first ask price for a particular product to a first party, wherein the first ask price is associated with and specified by a particular second party, and enabling the first party to submit a first bid price for the particular product of the particular second party in response to receiving the first ask price, as recited in the amended Claim 1. Within the Office Action, it is argued that Walker's buyer is the first party and Walker's retailer is the second party. However, Walker does not teach the buyer being provided an ask price for a particular product followed by the buyer submitting a first bid price for the particular product in response to receiving the first ask price. Instead, Walker is directed towards a buyer submitting a buyer offer and the purchasing system determining the appropriate seller and retailer based on the buyer offer (e.g., Walker, Col. 5, lines 18-53; Col. 7, lines 32-63; Col. 13, lines 31-43; and FIG. 9E). In other words, the buyer in Walker does not submit a bid price in response to being provided an ask price specified by a particular second party. Instead, the buyer initiates the process by submitting his/her offer without being provided an ask price specified by a specific second party so that the purchasing system can find an appropriate seller and retailer based on the buyer offer. In this respect, the buyer is not acting in response to being provided information. Rather, the purchasing system is acting in response to being provided information by the buyer.

Furthermore, even if the buyer in Walker was to be provided with an ask price for a particular product, the provided ask price would not be specified by the retailer. Applicant cannot find any disclosure in Walker of the buyer being provided an ask price specified by the retailer in the context of the three party scenario asserted in the Office Action, involving a seller as the third party. In fact, Walker actually teaches away from the provided ask price being specified by the retailer. In describing the problems of the prior art that Walker is intended to avoid, Walker explains on Col. 1, lines 58-64 that

traditional methods do not let a product manufacturer establish a pricing relationship directly with buyers when the product is provided to buyers through one or more retailers. For example, a manufacturer may sell a product to a retailer (perhaps through a distributor) that ultimately decides the price at which the product is sold to buyers.

Therefore, having the retailer specify the ask price provided to a buyer would interfere with Walker's objective of promoting a direct pricing relationship between the manufacturer and the buyer. Since the role of the second party in Walker is interpreted as being filled by the retailer, and the retailer clearly does not and would not specify the provided ask price, Walker cannot teach the provided ask price being specified by the second party.

Therefore, Applicant respectfully submits that Walker fails to disclose each and every element of the independent Claim 1. Accordingly, Applicant respectfully submits that the independent Claim 1 is not anticipated by Walker.

Since Claims 4, 6, 7, and 11-22 depend from Claim 1, Applicant respectfully submits that Claims 4, 6, 7, and 11-22 are also patentable as they contain the same limitations as the independent Claim 1.

Applicant respectfully submits that the same arguments made above with respect to the patentability of the independent Claim 1 are also applicable to the patentability of the independent Claims 25-27.

Since Claims 28 and 29 depend from Claim 1, Applicant respectfully submits that Claims 28 and 29 are also patentable as they contain the same limitations as the independent Claim 1.

Applicant respectfully submits that the same arguments made above with respect to the patentability of the independent Claim 1 are also applicable to the patentability of the independent Claim 32.

Since Claim 33 depends from Claim 32, Applicant respectfully submits that Claim 33 is also patentable as it contains the same limitations as the independent Claim 32.

Accordingly, Applicant respectfully submits that Claims 1, 4, 6, 7, 11-22, 25-29, 32, and 33 are currently in condition for allowance. Reconsideration and withdrawal of the rejection is respectfully requested.

Rejections Under 35 U.S.C. § 103

Within the Office Action, Claims 8-10, 30 and 31 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Walker in view of Chelliah (US 5,710,887).

Since Claims 8-10, 30 and 31 depend from Claim 1, Applicant respectfully submits that Claims 8-10, 30 and 31 are also patentable as they contain the same limitations as the independent Claim 1.

Accordingly, Applicant respectfully submits that Claims 8-10, 30 and 31 are currently in condition for allowance. Reconsideration and withdrawal of the rejection is respectfully requested.

Within the Office Action, Claim 35 has been rejected under 35 U.S.C. § 103(a) as being unpatentable over Walker in view of Lockwood (US 5,576,951).

Since Claim 35 depends from Claim 32, Applicant respectfully submits that Claim 35 is also patentable as it contains the same limitations as the independent Claim 32.

Accordingly, Applicant respectfully submits that Claim 35 is currently in condition for allowance. Reconsideration and withdrawal of the rejection is respectfully requested.

Within the Office Action, it is indicated that the Claims 23, 24 and 34 are objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

For the reasons given above, the Applicant respectfully submits that Claims 1, 4 and 6-35 are all in condition for allowance, and allowance at an early date would be appreciated. Should the Examiner have any questions or comments, he is encouraged to call the undersigned at (408) 530-9700 to discuss them so that any outstanding issues can be expeditiously resolved.

Respectfully submitted,
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